

**EXHIBIT A-2**  
**to**  
**Facility Lease**

**ADDITIONAL FACILITY SITE**

All that parcel of land situate in the Town of Newburgh, County of Orange and State of New York bounded and described as follows:

Beginning at a point within the bounds of a 107.08 acre parcel conveyed by Niagara Mohawk Power Corporation, Consolidated Edison Company of New York, Inc. and Central Hudson Gas and Electric Corporation to Dynegy Roseton, L.L.C. by deed dated January 30, 2001 and recorded February 2, 2001 in the Orange County Clerk's Office in Liber 5454 of Deeds at Page 250, said point of beginning being distant North 34" – 34' – 59" East 580.46 feet from the southwesterly corner of the aforementioned 107.08 acre parcel, then through the aforementioned 107.08 acre parcel of land of Dynegy Roseton, L.L.C. the following nine (9) courses and distances:

1. North 01" – 50' – 00" East 919.87 feet,
2. North 73" – 26' – 00" East 551.59 feet,
3. South 43" – 47' – 00" East 320.32 feet,
4. South 28" – 58' – 00" East 971.38 feet to a point being distant 85 feet northwesterly (measured at right angles) from the westerly line of lands now or formerly of CSX Rail Corp., thence running parallel to and distant 85 feet northwesterly (measured at right angles) from the aforementioned westerly line of CSX Rail Corp.,
5. South 44" – 15' – 06" West 744.00 feet, thence continuing through the aforementioned 107.08 acre parcel of lands of Dynegy Roseton, L.L.C.,
6. North 22" – 10' – 00" West 295.00 feet,
7. North 50" – 43' – 00" West 284.00 feet,
8. North 78" – 19' – 00" West 296.00 feet, and
9. North 77" – 29' – 37" West 112.71 feet to the point of beginning.

Containing 27.380 acres, more or less.

Being a portion of the premises conveyed by Niagara Mohawk Power Corporation, Consolidated Edison Company of New York, Inc. and Central Hudson Gas and Electric Corporation to Dynegy Roseton, L.L.C. by deed dated January 30, 2001 and recorded February 2, 2001 in the Orange County Clerk's Office in Liber 5454 of Deeds at Page 250.

Bearings conform to NY State (East) 1927 Grid System.

**EXHIBIT B**  
**to**  
**Facility Lease**

**DESCRIPTION OF FACILITY**

The Roseton Electric Generation Station Unit 1 and Unit 2, a two-unit power generation facility comprised of two oil/gas-fired steam turbine-generator sets, the station structure, and, except as described below, all fixtures, components and equipment attached thereto, and all station auxiliary and support equipment and systems relating to such Units, located in the Town of Newburgh, in the County of Orange, in the State of New York, which Facility shall specifically include each of the assets listed on Exhibit B-1 hereto.

The Facility does not include (x) any furniture, fixtures, office equipment (including, personal computers and related equipment, miscellaneous small tools and equipment, materials and supplies inventories), spare part inventories, or vehicles, or (y) any of the assets listed on Exhibit C hereto.

**EXHIBIT B-1  
TO  
FACILITY LEASE**

**FACILITY ASSETS OWNED BY OWNER LESSOR**

**Generating Station/General**

- Units 1 and 2, including:
  - ♦ DI System
  - ♦ Plant UPS System, including Associated Battery and Battery Charger
  - ♦ DC Cable from the Plant Battery System, both Plant Batteries, Battery Chargers and Panel Boards
  - ♦ Condensate Treatment and Storage System
  - ♦ Domestic Water Supply Tank
  - ♦ C.E. Boiler for Units 1 and 2 and Related Auxiliary Equipment
  - ♦ General Electric Turbines for Units 1 and 2, Serial Numbers 170x490 (Unit 1) and 170x486 (Unit 2) and Related Auxiliary Equipment
  - ♦ General Electric Generators for Units 1 and 2, Serial Numbers 180x490 (Unit 1) and 180x496 (Unit 2), including Excitation and Voltage Regulating Equipment and Related Auxiliary Equipment
  - ♦ Isolated Phase Bus from Generators to GSU and Auxiliary Transformers
  - ♦ Westinghouse Main Transformers for Unit 1
  - ♦ Cooper Power Systems Main Transformers for Unit 2
  - ♦ Westinghouse Station Service Transformers for Units 1 and 2
  - ♦ Max 1 L&N Combustion Control System for Units 1 and 2
  - ♦ Westinghouse WDPF, Burner Management System for Units 1 and 2
  - ♦ General Electric MHC, Turbine Control System for Units 1 and 2
  - ♦ DEC Vax 4000, Data Acquisition System for Units 1 and 2
  - ♦ Emergency Diesel Generator
  - ♦ All Motors in Units 1 and 2
  - ♦ All Relays, Instrumentation and Metering in Units 1 and 2
  - ♦ All Connected Power, Control and Instrument Cables in Units 1 and 2
  - ♦ Grounding and Lightning Protection Equipment for Units 1 and 2
  - ♦ Chimneys with Warning Lights
- Protective Relay Schedules that are located in the Roseton Generating Plant
- Wastewater Treatment Facility
- Waste Treatment Ponds
- Cooling Water Intake and Discharge System
- City Water Supply Mains and Metering Devices
- R-S Tie Line for Start-up and Auxiliary Power
- Auxiliary Boiler
- Switchgear, Load Centers and Motor Control Centers for Units 1 and 2
- Makeup Water Demineralizer

**Environmental**

- Two Dust Collectors Units 1 and 2
- Continuous Emission Monitoring System

EXH. B-1-1

- Sewage Collection and Treatment Facility
- Chemical Spill Control, Containment Equipment and Storage Tanks
- Oil/Water Separators
- Solid Waste Collection and Disposal Equipment
- Water Treatment for Effluent
- Bottom Ash/Salt Storage Building
- Oil Spill Containment Boom

#### **Fuel Supply**

- Two 376,000 gallon No. 6 Fuel Oil Day Tanks
- Fuel Oil Storage Tank Farm – Six 8,000,000 gallon No. 6 Fuel Oil Tanks
- One 150,000 gallon No. 2 Fuel Oil Tank
- Fuel Oil Transfer Pump Houses
- Oil Pipelines between Facility/Storage Tanks and the Fuel Oil Pump House
- Fuel Oil and Natural Gas Metering Devices
- Natural Gas Supply Main from Regulator Station to Facility – all piping and equipment from the discharge of the shut-off valves to Facility, including the relief valve
- Gas Chromatograph
- Dock equipment and facilities that are not included in the definition of “Dock Facilities”
- Fuel Oil Heat Tracing System

#### **Buildings**

- Main Building Housing Units 1 and 2, including
  - ◆ Administrative Offices in the Main Building
  - ◆ Chemistry Laboratory
  - ◆ Maintenance Shops
  - ◆ Control Room
  - ◆ Building Heating and Ventilation System
  - ◆ Training Rooms
  - ◆ Locker Rooms, Showers, Toilets, Lunch Rooms, Kitchen
  - ◆ Elevators

#### **Fire Protection/Prevention System**

- Hydrant and Hose Stations
- Fire Detection System
- Pump Houses
- CO<sub>2</sub> and Chemical Systems

**Communication**

- Plant Monitoring System
- Any copper communication cables and associated terminating equipment located on site that is not owned by Central Hudson
- Equipment installed at the plant for purposes of radio communications (excluding portable communications equipment)
- All fiber optic cables, including the cable that connects the Danskammer and Roseton Plants, and the associated terminating equipment. This equipment includes fiber optic cables, fiber optic terminal equipment, and associated multiplexing equipment, racks, and patch panels
- Telephone Vault
- Plant PA/Paging System

**Transmission and Start-up Transformers**

- High -Voltage Electrical Equipment (as defined in Appendix A)
- 2 Start-up Transformers (located in Danskammer substation)
- 2 Station Service/Start-Up Power Breakers and Associated Switches (located in Danskammer substation)

**Miscellaneous**

- Perimeter Lighting
- Bulk Chemical Storage System (Hydrogen, CO<sub>2</sub> Nitrogen, Lubricants)
- Cathodic Protection Systems
- Area Lighting (Powerhouse, Dock, Fuel Terminal, Parking Areas)

**EXHIBIT C**  
**to**  
**Facility Lease**

**FACILITY ASSETS RETAINED BY DYNEGY ROSETON, L.L.C.**

**Generation**

▪ Spare Transformer Acquired from Consolidated Edison	
▪ Capital Spare Parts	Quantity
♦ Rotating Assembly, Injection Water Booster Pump	1
♦ Pump, Boiler Circulating Pump	1
♦ Shaft Boiler Circulating Pump	2
♦ Impeller, Boiler Circulating Pump	2
♦ Motor, Boiler Circulating Pump	1
♦ Rotating Assembly, Condensate Pump	1
♦ Pump Assembly, Primary Oil Pump	1
♦ Rotating Assembly, Primary Oil Pump	1
♦ Rotating Assembly, Boiler Feed Pump	1
♦ Shaft, Boiler Feed Pump	1
♦ Pump Assembly, Boiler Feed Pump Hydraulic Tool	1
♦ Coupling Assembly, Boiler Feed Pump	1
♦ Shaft, Upper, River Circulating Water Pump	1
♦ Shaft, Lower, River Circulating Water Pump	1
♦ Coupling, River Circulating Water Pump	1
♦ Motor, Forced Draft Fan	1
♦ Full Set Stator Coil, Induced Draft Fan Motor	1
♦ Rotating Assembly, Electric and Diesel Fire Pump	1
♦ Valve, Outer Control Valve Main Turbine	1
♦ Isophase Duct, for Spare MSU Transformer	1
♦ Isophase Duct, for Unit 2 MSU Transformer	1
♦ Screen, Traveling Water	1

**Environmental**

- SO2 and NOX Emissions Credits

**Communication**

- All FCC licenses
- Telephone switches, voicemails, twisted pair wiring, punch blocks, cross connects and telephone instruments
- Voice and Data Communication Systems (LAN, Servers, T1 Connection)
- File and Print Server
- Lotus Notes Server
- Lotus Notes Backup Server
- General Physics Eta Pro (Performance Monitoring) Server
- NOx System Averaging Server

- Safety Tag Out System (Runs on the NOx Server)
- All Portable Communications Equipment

**Other Equipment**

- All Vehicles
- Plan Computers/Network/Software-MIS systems
- Surveillance Cameras
- Snow Plowing Equipment
- Yard Maintenance Equipment
- Small tools

**Fuel Supply**

- Dock Facilities (as defined in Appendix A)
- Retained Oil Pipeline (as defined in Appendix A)

**Transmission System**

- Retained Power and Control Lines (as defined in Appendix A)

**Miscellaneous**

- Administration Building
- Railroad Tracks
- Site Security Buildings
- Warehouses, Receiving, Storage and Inventory Control Facilities
- Storerooms
- Security Fencing and Entry Gates
- Maintenance Management System Data Base

## **APPENDIX A**

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### **DEFINITIONS**

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### **ROSETON UNITS 1 AND 2**

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## **APPENDIX A - DEFINITIONS**

### **SECTION 23. GENERAL PROVISIONS**

In this Appendix A and each Operative Document (as hereinafter defined), unless otherwise provided herein or therein:

(a) the terms set forth in this Appendix A or in any such Operative Document shall have the meanings herein provided for and any term used in an Operative Document and not defined therein or in this Appendix A but in another Operative Document shall have the meaning herein or therein provided for in such other Operative Document;

(b) any term defined in this Appendix A by reference to another document, instrument or agreement shall continue to have the meaning ascribed thereto whether or not such other document, instrument or agreement remains in effect;

(c) words importing the singular include the plural and vice versa;

(d) words importing a gender include any gender;

(e) a reference to a part, clause, section, paragraph, article, party, annex, appendix, exhibit, schedule or other attachment to or in respect of an Operative Document is a reference to a part, clause, section, paragraph, or article of, or a party, annex, appendix, exhibit, schedule or other attachment to, such Operative Document unless, in any such case, otherwise expressly provided in any such Operative Document;

(f) a reference to any statute, regulation, rule, proclamation, ordinance or law includes all statutes, regulations, rules, proclamations, ordinances or laws varying, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, policies, protocols, codes, proclamations and ordinances issued or otherwise applicable under that statute unless, in any such case, otherwise expressly provided in any such statute or in such Operative Document;

(g) a definition of or reference to any document, instrument or agreement includes an amendment or supplement to, or restatement, replacement, modification or renovation of, any such document, instrument or agreement unless otherwise specified in such definition or in the context in which such reference is used;

(h) a reference to a particular section, paragraph or other part of a particular statute shall be deemed to be a reference to any other section, paragraph or other part substituted therefor from time to time;

(i) if a capitalized term describes, or shall be defined by reference to, a document, instrument or agreement that has not as of any particular date been executed and delivered and such document, instrument or agreement is attached as an exhibit to the Participation Agreement (as hereinafter defined), such reference shall be deemed to be to such form and, following such

execution and delivery and subject to clause (g) above, to the document, instrument or agreement as so executed and delivered;

(j) a reference to any Person (as hereinafter defined) includes such Person's successors and permitted assigns;

(k) any reference to "days" shall mean calendar days unless "Business Days" (as hereinafter defined) are expressly specified;

(l) if the date as of which any right, option or election is exercisable, or the date upon which any amount is due and payable, is stated to be on a date or day that is not a Business Day, such right, option or election may be exercised, and such amount shall be deemed due and payable, on the next succeeding Business Day with the same effect as if the same was exercised or made on such date or day (without, in the case of any such payment, the payment or accrual of any interest or other late payment or charge, provided such payment is made on such next succeeding Business Day);

(m) words such as "hereunder", "hereto", "hereof" and "herein" and other words of similar import shall, unless the context requires otherwise, refer to the whole of the applicable document and not to any particular article, section, subsection, paragraph or clause thereof;

(n) a reference to "including" shall mean including without limiting the generality of any description preceding such term, and for purposes hereof and of each Operative Document the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;

(o) all accounting terms not specifically defined herein or in any Operative Document shall be construed in accordance with GAAP;

(p) from and after termination of the Facility Lease with respect to one Unit pursuant to Section 10 or 14 thereof, any reference in the Operative Documents to the Facility shall be deemed to exclude the Unit as to which the Facility Lease was terminated;

(q) unless the context or the specific provision otherwise requires, whenever in the Operative Documents a provision requires that a Person have a particular rating, such provision shall be deemed to mean that the senior-long term unsecured debt of such Person shall have been rated the specified rating by both Rating Agencies;

(r) unless the context or the specific provision otherwise requires, whenever in the Operative Documents a provision requires that the rating of a Person be confirmed, such provisions shall be deemed to mean that both Rating Agencies shall have confirmed the rating of the senior-long term unsecured debt of such Person, a copy of which confirmation shall be delivered by the Company to the Owner Participant, the Owner Lessor and, so long as the Lien of the Lease Indenture shall not have been terminated or discharged, to the Lease Indenture Trustee and shall be without indication that such Person has been placed on credit watch, credit review, or any similar status with negative implications or which does not indicate the direction of the potential ratings change; and

(s) (i) in connection with the provisions in the Operative Documents related to the termination of the Facility Lease with respect to any Unit under circumstances where the Facility Lease is to continue as to the other Unit, any reference to the term Unit shall mean, when used with respect to the Unit as to which the Facility Lease is being terminated, such Unit excluding any assets that also comprise a part of the other Unit (it being understood that unless otherwise specifically stated on the Facility description applicable to the Bill of Sale, Deed and Facility Lease, an asset described on such exhibit relates to both Units, unless such asset is not necessary for the operation of the other Unit as mutually agreed to by the parties), and (ii) any reference to the term Unit in clauses (a), (b) and (c) of the definition of Event of Loss or in Section 10 of the Facility Lease in connection with such Event of Loss shall be deemed to be references to the Facility if the event giving rise to such Event of Loss constitutes an Event of Loss with respect to both Units (including the assets comprising a part of both Units).

#### SECTION 24. **DEFINED TERMS**

**"Access"** shall have the meaning specified in the Cross Easement Agreement.

**"Actual Knowledge"** shall mean, with respect to any Transaction Party, actual knowledge of, or receipt of written notice by, an officer (or other employee whose responsibilities include the administration of the Overall Transaction) of such Transaction Party (which in the case of the Company shall include any such officer of DHI); *provided*, that neither the Lessor Manager nor the Trust Company shall be deemed to have Actual Knowledge of any fact solely by virtue of an officer of the Trust Company having actual knowledge of such fact unless such officer is an officer in the Corporate Trust Administration Department of the Trust Company.

**"Additional Certificates"** shall mean any additional certificates issued by either Pass Through Trust in connection with the issuance of Additional Lessor Notes relating thereto.

**"Additional Equity Investment"** shall mean the amount, if any, provided by the Owner Participant (in its sole and absolute discretion) to finance all or a portion of the cost of any Modification financed pursuant to Section 11.1 of the Participation Agreement.

**"Additional Facility"** shall have the meaning specified in Section 4.3(a)(ii) of the Site Lease.

**"Additional Facility Site"** shall mean shall mean that portion of Parcel 1A described in Exhibit B to the Site Lease.

**"Additional Insured Parties"** shall have the meaning specified in Section 11.3 of the Facility Lease.

**"Additional Interest"** shall have the meaning specified in Section 3.4(b) of the Facility Lease.

**"Additional Lessor Notes"** shall have the meaning specified in Section 2.12 of the Lease Indenture.

**"Additional Owner"** shall have the meaning specified in Section 4.3(a) of the Site Lease.

**"Additional Rental Amount"** shall have the meaning specified in Section 3.4(b) of the Facility Lease.

**"Advisor to the Lessee"** shall mean Babcock & Brown LP acting as advisor to the Facility Lessee.

**"Affiliate"** of a particular Person shall mean any Person directly or indirectly controlling, controlled by or under common control with such particular Person. For purposes of this definition, "control" when used with respect to any particular Person shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing; *provided, however*, that under no circumstance shall the Trust Company be considered to be an Affiliate of any of the Owner Lessor, the Equity Investor, the Lessor Manager, or the Owner Participant, nor shall any of the Owner Lessor, Equity Investor, the Lessor Manager, or the Owner Participant be considered to be an Affiliate of the Trust Company.

**"After-Tax Basis"** shall mean, with respect to any payment to be actually or constructively received by any Person, the amount of such payment (the base payment) supplemented by a further payment (the additional payment) to that Person so that the sum of the base payment plus the additional payment shall, after deduction of the amount of all Federal, state and local income Taxes required to be paid by such Person in respect of the receipt or accrual of the base payment and the additional payment (taking into account any reduction in such income Taxes resulting from Tax benefits realized or to be realized by the recipient as a result of the payment or the event giving rise to the payment), be equal to the amount required to be received; *provided, however*, that the foregoing shall not require payment of the amount constructively received by any Person. Such calculations shall be made on the basis of the highest applicable Federal income tax statutory rate applicable to corporations for all relevant periods and the highest applicable statutory income tax rates applicable to corporations in the state and local taxing jurisdiction of the Facility for all relevant periods and shall take into account the deductibility of State and local income taxes for Federal income tax purposes.

**"Alternative Rent"** shall have the meaning specified in Section 3.4(b) of the Facility Lease.

**"Alternative Rent Schedule"** shall have the meaning specified in Section 3.4(b) of the Facility Lease.

**"Alternative Termination Value Schedule"** shall have the meaning specified in Section 3.4(b) of the Facility Lease.

**"Allocated Rent"** shall have the meaning specified in Section 3.2(b) of the Facility Lease.

**"Amendment"** shall have the meaning specified in Section 5(a) of the Tax Indemnity Agreement.

**"Applicable Law"** shall mean all applicable laws, including all Environmental Laws, and treaties, judgments, decrees, injunctions, writs and orders of any court, arbitration board or

Governmental Entity and rules, regulations, orders, ordinances, licenses and permits of any Governmental Entity.

**"Applicable Rate"** shall mean the Prime Rate (as published in the Wall Street Journal from time to time) plus 1 % per annum.

**"Appraisal Procedure"** shall mean (except with respect to the Closing Appraisal and any appraisal undertaken to determine Fair Market Sales Value or Fair Market Rental Value after a Lease Event of Default shall have occurred and be continuing in connection with the exercise or remedies), an appraisal conducted by an appraiser or appraisers in accordance with the procedures set forth in this definition of "Appraisal Procedures." The Owner Participant and Facility Lessee will consult with the intent of selecting a mutually acceptable Independent Appraiser. If a mutually acceptable Independent Appraiser is selected, the Fair Market Rental Value or Fair Market Sales Value or remaining useful life or other determination to be made by such appraiser shall be determined by such Independent Appraiser. If the Owner Participant and the Facility Lessee are unable to agree upon a single Independent Appraiser within a 15-day period, one shall be appointed by the Owner Participant, and one shall be appointed by the Facility Lessee (or its designee), which Independent Appraisers shall attempt to agree upon the value, period, amount or other determination that is the subject of the appraisal. If either the Owner Participant or the Facility Lessee does not appoint its appraiser, the determination of the other appraiser shall be conclusive and binding on the Owner Participant and the Facility Lessee. If the appraisers appointed by the Owner Participant and the Facility Lessee are unable to agree upon the value, period, amount or other determination in question, such appraisers shall jointly appoint a third Independent Appraiser or, if such appraisers do not appoint a third Independent Appraiser, the Owner Participant and the Facility Lessee shall jointly appoint the third Independent Appraiser. In such case, the average of the determinations of the three appraisers shall be conclusive and binding on the Owner Participant and the Facility Lessee, unless the determination of one appraiser is disparate from the middle determination by more than twice the amount by which the third determination is disparate from the middle determination, in which case the determination of the most disparate appraiser shall be excluded, and the average of the remaining two determinations shall be conclusive and binding on the Owner Participant and the Facility Lessee. Any Fair Market Sales Value determination of spare parts or a Severable Modification shall take into consideration any Liens or encumbrances to which the spare parts or Severable Modification being appraised is subject and which are being assumed by the transferee and the actual condition of such spare parts or Severable Modifications.

**"Appraiser"** shall mean Deloitte & Touche LLP Valuation Group.

**"APSA Assets"** shall mean the assets, including the Project, acquired from the APSA Seller and certain other sellers pursuant to the Asset Purchase and Sale Agreement.

**"Asset Purchase and Sale Agreements"** shall mean a collective reference to (i) with respect to the Roseton Facility, that certain Asset Purchase and Sale Agreement, dated as of August 7, 2000, by and among Dynegy Power Corp., the APSA Seller and the other sellers referred to therein, and (ii) with respect to the Danskammer Facility, that certain Asset Purchase and Sale Agreement, dated as of August 7, 2000, by and between Dynegy Power Corp. and the APSA Seller.

**"APSA Seller"** shall mean Central Hudson Gas & Electric Corporation, a New York corporation, one of the sellers under the Asset Purchase and Sale Agreements.

**"Assigned Documents"** shall have the meaning specified in clause (2) of the Granting Clause of the Lease Indenture.

**"Assignment and Assumption Agreement"** shall mean an assignment and assumption agreement in form and substance substantially in the form of Exhibit G to the Participation Agreement.

**"Assignment and Reassignment of Collective Bargaining Agreement"** shall mean the Assignment and Reassignment of Collective Bargaining Agreement, dated as of the Closing Date, by and among DNE, the Owner Lessor, the Facility Lessee and the Other Facility Lessee, pursuant to which DNE assigns to the Owner Lessor all of DNE's rights and obligations under the Collective Bargaining Agreement, and the Owner Lessor simultaneously therewith reassigns to DNE and assigns to the Facility Lessee and the Other Facility Lessee all of the Owner Lessor's rights and obligations under the Collective Bargaining Agreement.

**"Assignment and Reassignment of Facility Agreements"** shall mean the Assignment and Reassignment of Facility Agreements, dated as of the Closing Date, between the Company and the Owner Lessor, substantially in the form of Exhibit F to the Participation Agreement duly completed, executed and delivered pursuant to which the Company assigns to the Owner Lessor and the Owner Lessor reassigns to the Company, certain rights under the Facility Agreements.

**"Assumed Deductions"** shall have the meaning specified in Section 1 of the Tax Indemnity Agreement.

**"Assumed Tax Rate"** shall have the meaning specified in Section 1(f) of the Tax Indemnity Agreement.

**"Authorized Agent"** shall have the meaning specified in the relevant Pass Through Trust Agreement.

**"Bankruptcy Code"** shall mean the United States Bankruptcy Code of 1978, 11 U.S.C. §101 *et seq.*

**"Basic Lease Term"** shall have the meaning specified in Section 3.1 of the Facility Lease.

**"Basic Site Lease Term"** shall have the meaning specified in Section 2.2 of the Site Lease.

**"Basic Site Sublease Term"** shall have the meaning specified in Section 2.2 of the Site Sublease.

**"Bill of Sale"** shall mean the Bill of Sale, dated as of the Closing Date, from the Company to the Owner Lessor, substantially in the form of Exhibit A to the Participation Agreement duly completed, executed and delivered on the Closing Date pursuant to which, together with the Deed, the Owner Lessor will acquire the Facility from the Company.

**"Burdensome Termination Event"** shall mean the occurrence of any event that gives a Facility Lessee the right to terminate the Facility Lease pursuant to Section 13.1 thereof.

**"Business Day"** shall mean any day other than a Saturday, a Sunday, or a day on which commercial banking institutions are authorized or required by law, regulation or executive order to be closed in New York, New York, the city and the state in which the Corporate Trust Office of the Lease Indenture Trustee or the Lessor Manager is located or the city and state in which the Corporate Trust Office of any Pass Through Trustee is located.

**"Central Hudson"** shall mean Central Hudson Gas & Electric Corporation.

**"Certificate Purchase Agreement"** shall mean the Certificate Purchase Agreement, dated the Effective Date, between the Company, the Other Company, the Lessee Guarantor, and the Initial Purchasers.

**"Certificateholders"** shall mean each of the holders of Certificates, and each of such holder's successors and permitted assigns.

**"Certificates"** shall mean one or more, as the context may require, of (i) the 7.27% Pass Through Certificates issued on the Closing Date and any certificates issued in replacement therefor pursuant to Section 3.3, 3.4 or 3.5 of Pass Through Trust Agreement ST and (ii) the 7.67% Pass Through Certificates issued on the Closing Date and any certificates issued in replacement therefor pursuant to Section 3.3, 3.4 or 3.5 of Pass Through Trust Agreement LT.

**"Certificates Register"** shall mean the "Register" specified in Section 3.4 of the relevant Pass Through Trust Agreement.

**"CH Retained Power and Control Lines Easement"** shall mean the easement and rights-of-way granted to the Ground Lessor by Central Hudson for the use, operation and maintenance of, and access to, the Retained Power and Control Lines on and from certain parcels of real property adjoining the Facility Site, as more fully described in Section 2.3 of the Easement Agreement (Roseton and Danskammer Stations) dated January 30, 2001 among the Company, the Other Company and Central Hudson.

**"Claim"** shall mean any liability (including in respect of negligence (whether passive or active or other torts), strict or absolute liability in tort or otherwise, warranty, latent or other defects (regardless of whether or not discoverable), statutory liability, property damage, bodily injury or death), obligation, loss, settlement, damage, penalty, claim, action, suit, proceeding (whether civil or criminal), judgment, penalty, fine and other legal or administrative sanction, judicial or administrative proceeding, cost, expense or disbursement, including reasonable legal, investigation and expert fees, expenses and reasonable related charges, of whatsoever kind and nature.

**"Closing"** shall have the meaning specified in Section 2.2(a) of the Participation Agreement.

**"Closing Appraisal"** shall mean the appraisal, dated the Closing Date, prepared by the Appraiser and addressed to the Owner Participant with respect to the Owner Lessor's Interest, which Closing Appraisal shall: